

November 23,2020

**To: The Honorable Dennis Montall,
U.S Bankruptcy Judge**

I am forwarding you my objection response and am hoping this reaches you. I am not an Attorney and based on all the information provided or lack of in the way this has been set up by the Debtors legal counsel. The confusion and the maze of how to get this to your attention by the deadline. My main objection and frustration have been the way this has been handled by PG&E. We submitted a very fair bid and did not even include the bid by our original installer Heavenley Green which came in double the quote. I hope you take this into consideration when you review our objection.

Sincerely

A handwritten signature in black ink, appearing to read "Rumi S. Kawashima", with a stylized, flowing script.

Rumi Kawashima

Rumi S. Kawashima
3336 Melendy Drive
San Carlos, CA 94070

FILED

DEC - 1 2020 *mt*

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: PG&E CORPORATION, -and- PACIFIC GAS AND ELECTRIC COMPANY, Debtors.	Bankruptcy Case No. 19-30088 (DM) Chapter 11 (Lead Case) (Jointly Administered) RESPONSE TO REORGANIZED DEBTORS' FORTY-FIFTH OMNIBUS OBJECTION TO CLAIMS (REDUCED AND ALLOWED CLAIMS) Kawashima, Rumi S. Claim No. 934 Filed/Scheduled Date of Claim: 2/19/2019 Creditor/Claimant. Response Deadline: December 1, 2020, 4:00 p.m. (PT) Hearing Information If Timely Response Made: Date: December 15, 2020 Time: 10:00 a.m. (Pacific Time) Place: (Telephonic Appearances Only) United States Bankruptcy Court Courtroom 17, 16th Floor San Francisco, CA 94102
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☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

**All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

**TO: (A) THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY
JUDGE; (B) THE OFFICE OF THE UNITED STATES TRUSTEE; (C) THE
REORGANIZED DEBTORS; AND (D) OTHER PARTIES ENTITLED TO RESPONSE:**

Rumi S. Kawashima (“**Claimant**”) hereby submits this response (“**Response**”) to the forty-fifth omnibus objection (the “**Objection**”) to the Proof of Claim (as defined below) identified on **Exhibit 1** annexed hereto, filed in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) by PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and reorganized debtors (collectively “**PG&E**” or the “**Debtors**” or as reorganized pursuant to the Plan, the “**Reorganized Debtors**”).

Claimant’s Proof of Claim No. 934 which has a filed/scheduled date of 2/19/2019 is listed on **Exhibit 1** of this Response, which is annexed hereto. Whereas, the Reorganized Debtors have proposed to reduce the amount of the Proof of Claim, as also shown on **Exhibit 1** hereto. Claimant respectfully requests that the original amount of **\$9,690.00** be reinstated and paid to Claimant for this Proof of Claim and respectfully requests that the Bankruptcy Court NOT sustain the Objection with respect to this Proof of Claim No. 934 for the following reasons:

1. The Utility destroyed Claimant’s front lawn in an attempt to make a gas line repair that was not specific to Claimant’s residence. The Utility tore apart Claimant’s astro-turf in several areas and spent several days digging up the Claimant’s yard, leaving it in a destroyed state before attempting (incompetently) to restore the yard to its original state. The Utility did a horrible job of repair, did not match the turf or replace all of the turf, just stuck patches of turf on top of the areas they dug up. Photos showing such damage are attached to this Response as **Exhibit 2** and are annexed hereto.
2. The Claimant’s Proof of Claim which is supported by an estimate provided by licensed professionals to restore Claimant’s front lawn to its original condition, is attached as **Exhibit 3** to this Response and annexed thereto. Claimant respectfully requests that the Court recognize that Reorganized Debtors have essentially reduced the expense to

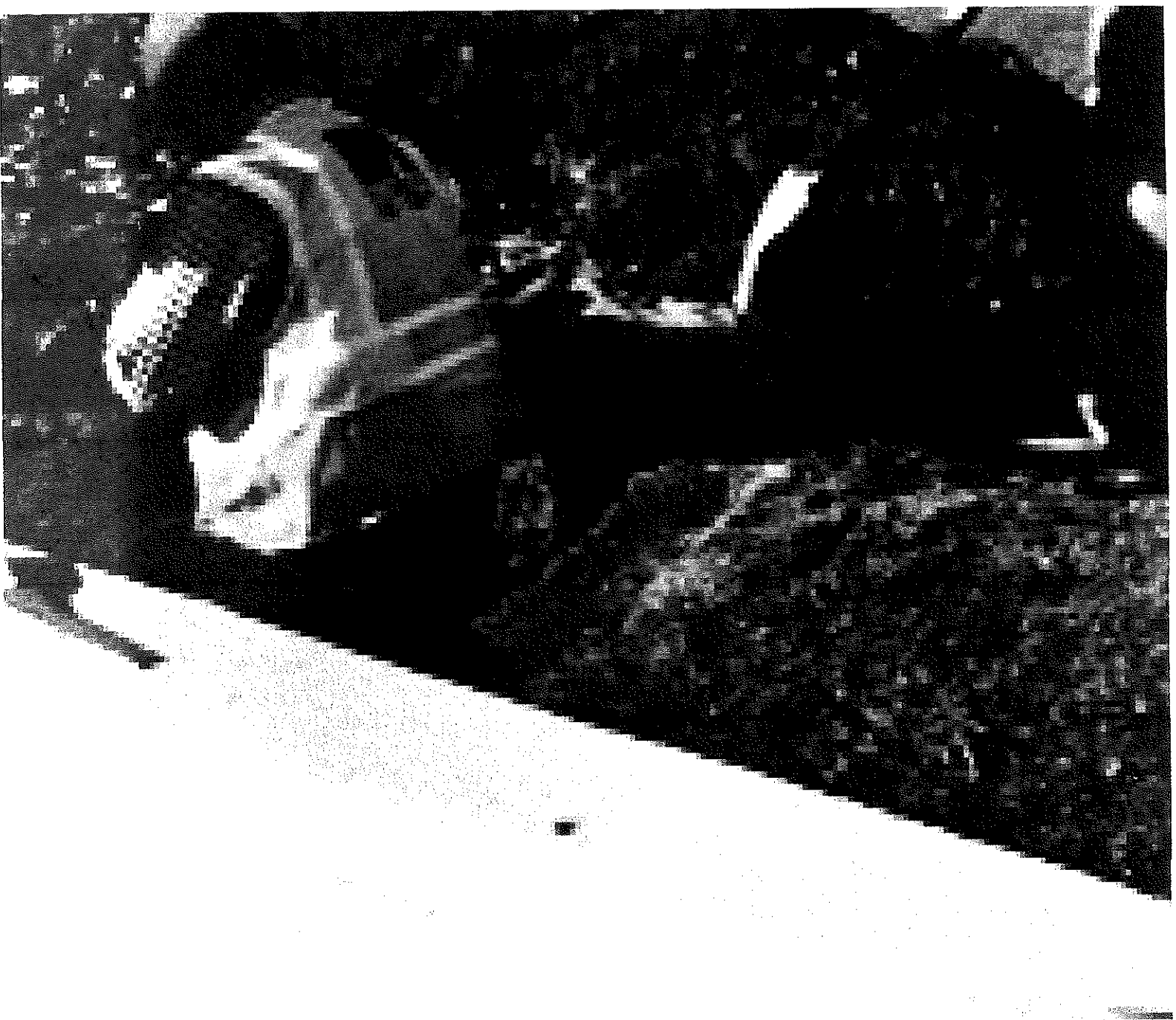
EXHIBIT 1

Proof of Claim that has been objected to by Reorganized Debtors

Original Creditor	Claims To Be Reduced or Disallowed	Debtor	Date Filed/Scheduled:	Secured	Administrative	Priority	Unsecured	Total	Basis for Objection
Kawashima, Rumi S. 3336 Melendy Drive San Carlos, CA 94070	934	Pacific Gas and Electric Company	2/19/2019 Filed/Sched Claim Amount: Reduced Claim Amount:	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$9,690.00 \$3,298.94	\$9,690.00 \$3,298.94	Fair Value

EXHIBIT 2

Photos of Damage



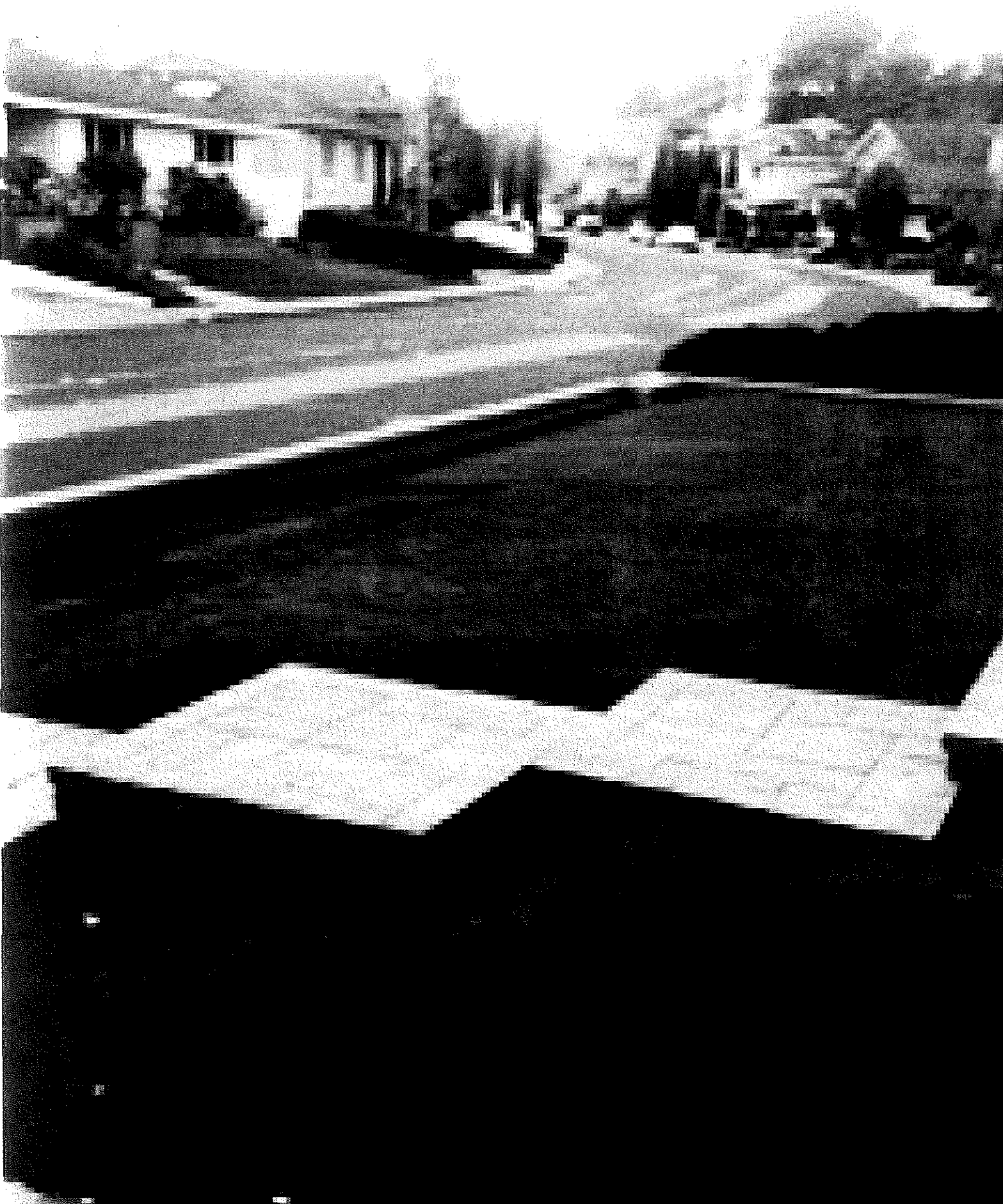




EXHIBIT 3

Proof of Claim and Repair Estimate

CLAIM FORM

Pacific Gas and
Electric Company

Mail To:
PG&E Law - Claims Dept.
1850 Gateway Blvd. 6th Floor
Concord, CA 94520-OR-
Email to: LawClaims@pge.com -OR-
Fax to: 925-459-7326
Helpline phone: 415-973-4548

62-1444
Rev 2/2011

PLEASE PRINT

Mr / Mrs / Ms / Dr.		Last Name		First Name		Spouse's Name		Work Telephone		Home Telephone	
		Kawashima		Rumi		Michael		(408) 218-1404		(650) 877-73	
Business name (if claim is for business)								PG&E Account Number			
Mailing Address - Street										Apt. Number	
3336 Melendy Dr.											
City		State		Zip Code		Email Address					
San Carlos		CA		94070		Hidetoshi.17@gmail.com					
Date of Incident		Time		Location of Incident (check if same as mailing address <input type="checkbox"/>)							
1-23-19		AM/PM									
Description of Incident											
Grade I main GAS Leak											
PROPERTY DAMAGE: Attach repair estimates, invoices, proof of purchase, or supporting documents. (Do Not Send Originals).											
FOOD SPOILAGE: Include a separate itemized list of each item of food spoiled and documentation of cost.											
NOTE: Under California damages law you are entitled to reimbursement for the lesser of fair market value or the cost to repair your damaged property. We use the replacement cost of the item and depreciate that amount to arrive at the fair market value. You may consider consulting with your insurance carrier.											
Item Description		Make/Brand		Model: Name /Number/Size		Age		Amount Claimed			
								Total Amount Claimed		\$	
Were you injured? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe:											
Other Losses (lost wages, lost revenue, medical expenses, etc.) Use Additional paper if necessary											
Witnesses: Name, Address, and Telephone <input type="checkbox"/> PG&E Employee <input type="checkbox"/> Other											
I understand that Pacific Gas and Electric Company will review all documentation in support of this claim. I certify that the foregoing is true and correct.											
Prepared By						Relationship to Claimant					
Signature						Date					



Office: 2714 McCone Ave, Hayward, CA 94545
Phone: (800) 712-8748
Email: info@ReplicatedGrassSystems.com
CA Contractor License #1039912 CA DIR #1000039002

To whom it may concern at Pacific Gas and Electric:

Regarding Hidetoshi Kawashima 3336 Melandy Drive San Carlos California

Claim for fake grass replacement

This letter is to inform you that the damage done to the fake grass installed in the front yard at 3336 Melandy Drive San Carlos CA is not fixable to look like it was prior to it being disrupted. The product was damaged due to workmen with Pacific Gas and Electric needing to cut into this lawn and dig below this lawn to access a main gas line running below and through this lawn. The damage was extensive to the area and was unavoidable as the PG&E crews searched for the leak in their gas line. *The turf that is currently installed* has been on site for over 10 years. The style of turf that was used for this project is no longer available. The pieces that were cut to access the area below have been damaged/mangled.

Sincerely,

Ron Grosjean (grozhawn)

Replicated Grass Systems

**CLIENT CONTRACT**

Office: 2714 McCone Ave, Hayward, CA 94545 • Phone: (800) 712-8748
 Email: info@ReplicatedGrassSystems.com • CA Contractor License #1015124 CA DIR #1000039002

Client: Mike Kawashima Cell Phone: 408.218.1404 Home Phone: _____
 Address: 3336 Melandy Drive Project Contact: Ron Grosjean Contact Phone: 510.928.0053
 City/State/Zip: San Carlos CA Project Name: Kawashima Residence
 Email: hidetoshi17@gmail.com Project Address: 3336 Melandy Drive
 Gated Community and Code: NO Project City/State/Zip: San Carlos CA

<u>PROJECT SCOPE:</u>	<u>GRASS PRODUCT:</u>	<u>LOCATION:</u>	<u>SQ. FT. / QTY:</u>
Installation of synthetic grass	"Titan"	front yard	1140 sf
	\$8.50 per square foot		

NOTES:

This project will require RGS to remove existing fake grass lawn from entire area. We will dispose of this material at our expense at an off-site location. We will then repair damage to existing area caused by prior work. We will then install our "Titan" product over existing crushed rock base. We will

TERMS OF CONTRACT:

TOTAL INVESTMENT (Inc. Tax):	\$ 9690.00
(THIS AMOUNT WILL BE DIVIDED INTO THE FOLLOWING PAYMENT PLAN:)	
1 ST PAYMENT (10% Down payment of \$1000.00, whichever is less):	\$ 960.00
2 ND PAYMENT (First Day Payment, 40% of Total, Multi-Day Project Only):	\$ n/a
3 RD PAYMENT (Progress Payment, Due 7th Day, Multi-Day Project Only):	\$ n/a
FINAL PAYMENT (Due Upon Completion of Installation):	\$ 8730.00

ADDITIONAL WORK BEYOND THE SCOPE OF THIS CONTRACT MUST BE LISTED ON A CHANGE ORDER.
 NO ADDITIONAL WORK SHALL COMMENCE WITHOUT A SIGNED CHANGE ORDER AND PAYMENT.

EXCLUSIONS:

- All available discounts are given at the time of this sale. All sales coupons must be presented at this time.
- Customer must be the property owner or the property owner's agent to sign this agreement.
- It is the responsibility of the customer to advise Replicated Grass Systems, LLC of the locations of all existing easements.
- RGS will not provide any electrical or irrigation services unless specified herein. RGS is unable to bid on repairing existing electrical or irrigation systems that are not code compliant.
- It is the responsibility of the customer to contact all utility companies to ensure that no utility lines will be affected by grass installation.
- This contract assumes that the installation area(s) do not contain any concealed conditions and is based solely on the observations of the RGS estimator and installer of the surface area of the project. If material concealed conditions are discovered once work has commenced which were not visible at the time of this contract, RGS may cease work so a change order may be agreed to.
- If permit or HOA approvals are necessary, the issuing body of those permits or approvals may require additional construction or code compliance not in the scope of this agreement as a condition of issuing said permits and/or approvals. Purchaser agrees to pay for all such construction/engineering, whether or not the work is performed by RGS.
- RGS shall make every effort to prepare the surface without seams; however, if the project is large enough to require seams, RGS cannot guarantee the seams will be invisible.
- RGS will provide the customer with RGS Terms and Conditions in writing along with this Client Contract. Said Terms and Conditions will be considered a part of the agreement.

_____. Customer Initials in Agreement of A. through I.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826. THE PURCHASER HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND. THE COST OF THE BOND WILL BE ADDED TO THE PRICE OF THE CONTRACT ADDENDUM.

IN WITNESS WHEREOF, the party hereto signed his/her name this _____ day of _____, 2017.

APPROXIMATE START DATE: ASAP APPROXIMATE COMPLETION DATE: 3 days after start

ACCEPTANCE: Undersigned acknowledges having read the RGS Contract and agrees to the terms of this sales agreement and contract conditions on the following page(s).

RGS Estimator: Ron Grosjean

Client Signature: _____

Client Name (Please Print): _____ Date: _____

YOU THE BUYER, MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF YOU CANCEL AFTER THE 3RD BUSINESS DAY, A CANCELLATION FEE OF \$100.00 WILL BE ADDED TO THE TOTAL PRICE. ANY CANCELLATION RECEIVED BEYOND THE 3 WORKING DAYS IS SUBJECT TO A CANCELLATION FEE.

CLIENT CONTRACT TERMS AND CONDITIONS

REPLICATED GRASS SYSTEMS, LLC
Office Address: 2714 McCone Ave, Hayward, CA 94545
Phone Number: (800) 712-8748

Disclosures: California state law requires anyone who contracts to do construction work to be licensed by the Contractors' State License Board in the license classification in which the contractor is going to be working - if the total price of the project is \$500.00 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the Contractors' State License Board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The board has offices throughout California, please check online or call 1-800-3210-CSLB for more information. The failure by the contractor, without lawful excuse, to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of the Contractors' State License Board.

NOTICE TO CUSTOMER: Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you paid your contractor in full if the contractors' subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice". Contractors and laborers who contract with customers directly do not have to provide such a notice since you are aware of their existence as a customer. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

CONDITIONS:

1. Replicated Grass Systems, LLC (the company) has in force workers' compensation, general liability and property damage insurance in connection with all work executed by it on the customer's premises and assumes such risks incident to the work done by it to the extent provided in such insurance.
2. Immediately upon completion of work according to the contract specifications, customer agrees to sign a certificate of completion when presented.
3. In the event of, financing by a bank or other lending institution, customer agrees to provide appropriately signed copies of finance agreement from the institution to the company to facilitate payment to the company.
4. This agreement is based on a completed project and any surplus material remain the property of the company. No credit will be due to the customer on return of such material.
5. Upon satisfactory payment for a portion of the work and prior to any further payments being made, the company will furnish an unconditional lien release for work which has been paid for.
6. There shall be no liability for delays in, or failure to complete, delivery or installation of all or any of the aforesaid items or materials, if due to fire, strikes, war, government regulations, material or labor shortages, prolonged credit approval, or any cause beyond the control of the company and/or any of its agents or independent contractors. Nor will the company have any liability for incidental, indirect or consequential damages resulting from any other delays in the company's performance of this agreement or the work pursuant thereto, regardless of the reason for delay.
7. Any changes made by customer in these specifications necessitating additional materials or labor shall not be included or covered by this agreement, but shall be provided for under a separate and additional orders from the customer.
8. Customer hereby authorizes the company to immediately order the material, fabricate products and parts, arrange scheduling, and contract for labor in accordance with the description of work detailed within this agreement. All deposits, down payments and pre-payments made prior to commencement of work at project site will be considered as partial pre-payment of all such materials.
9. The company reserves the right to repair, replace, or refund purchase price amount to those portions of any installation that authorized company personnel deem to be sub-standard. This is left to the sole discretion of authorized company personnel only, and is limited to only those portions that are considered to be sub-standard. See product warranty for additional information. In the event that any service or warranty work be required, it is the responsibility of the customer to notify the company in writing within 30 days of the occurrence.
10. In installations involving replicated grass and putting green products, customer understands the company cannot guarantee consistency in grass color due to variance in manufacturer dye lots.
11. If the customer does not pay any sums of money as and when they become due, a late charge equal to 1.5% per month of the sums due will be added to the remaining balance, with a minimum late charge fee of \$50.00.
12. The company may, at its option, cancel or reject this agreement or any part thereof on the basis of credit, or any other reason it so desires without incurring any liability. Any payment made by customer shall be refunded within 30 days in the event the company chooses to exercise this right.
13. Customer acknowledges that the company is not responsible for pre-existing conditions on the property or home such as uneven or irregular walls, ceiling or floors, sub-standard electrical or plumbing, drainage, or any other pre-existing conditions that may ultimately affect the work being performed that is detailed within this agreement.
14. Balance is due upon completion. In the event of any unforeseeable back order or delay, the customer shall pay balance due for portion which is completed.
15. In the event of any termination or cancellation of this agreement after a three-day cancellation period, the customer hereby forfeits all down payments made and agrees to pay a minimum of 50% of the contract price as a cancellation charge. No credit will be given nor reduction in price allowed for materials not used or installation not completed. Any such termination must be in writing and delivered to the company in person or by mail.

ARBITRATION OF DISPUTES: In any legal action on this contract, the prevailing party shall be entitled to reasonable attorney fees and costs. Any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under commercial arbitration rules, and judgement of the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

NOTICE OF CANCELLATION

DATE _____

The Customer (referred to as "You" herein the Notice of Cancellation) may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to Replicated Grass Systems, 2714 McCone Ave, Hayward, CA 94545 not later than midnight of _____ (date) I hereby cancel this transaction _____ (date).

Customer's Signature _____

Date Signed _____

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 - USPS Tracking® included for domestic and many international destinations.
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 - When used internationally, a customs declaration form is required.
- Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.
- ** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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 OD: 12 1/2 x 9 1/2

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FROM:

*Rum: Kawashima
 3336 Melendy Dr.
 San Carlos Ca. 94070*

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UNITED STATES BANKRUPTCY COURT
 SAN FRANCISCO, CA

TO:

*US Bankruptcy Court
 Northern District of Calif.
 S.F. Division
 450 Golden Gate Ave
 18th Floor
 San Francisco, Ca 94102*

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UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

United States Bankruptcy Court
Northern District of California S.F. Div.

Attn: Judge Montell

450 Golden Gate Avenue
18th Floor

San Francisco, CA 94102